

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION**

**PROPERTIES OF THE VILLAGES,
INC., a Florida Corporation**

Plaintiff,

v.

Case No: 5:19-cv-647-JSM-PRL

**JASON KRANZ, CHRISTOPHER
DAY, ANGELA KRANZ, NANETTE
ELLIOTT, ANGIE TAYLOR and KD
PREMIER REALTY, LLC,**

Defendants.

ORDER

On September 16, 2021, Plaintiff filed a motion for default and to strike as to Garnishee Executive Florida Realty, Inc., claiming that the answers emailed to it were not legitimate answers on behalf of Executive Florida Realty, Inc. (Doc. 330). Plaintiff initially served several writs of garnishment on Executive Florida Realty, Inc. on August 11, 2021. (Doc. 330-1). On August 27, 2021, Plaintiff received an email from the registered agent of Executive Florida Realty containing answers to the writs of garnishment. However, these answers were signed by a different Garnishee (Blanchard, Merriam, Adel, Kirkland & Green) and responded to different writs. (Doc. 330-2). The typewritten names on the writs were crossed out and replaced with other handwritten names of the defendants. (Doc. 330-2).

On September 17, 2021, Executive Florida Realty, Inc. filed a motion to amend the responses to the writs of garnishment and claimed that the initial ones were filed incorrectly. (Doc. 331). Attached to the motion are five answers to the writs of garnishment. (Docs. 331-1, 331-2, 331-3, 331-4, 331-5).

Where justice so requires, a court may permit a garnishee to amend an answer to a writ of garnishment. *Florida Power & Light v. Crabtree Construction, Inc.*, 283 So.2d 570, 572 (Fla. 4th DCA 1973). Executive Florida Realty, Inc.'s motion to amend its answers to the writs of garnishment is due to be granted. There is no indication that Plaintiff will be prejudiced by allowing Executive Florida Realty to amend its answers, as it claims the initial answers were incorrect.

Accordingly, Executive Florida Realty, Inc.'s motion to amend (Doc. 331) is GRANTED. Executive Florida Realty, Inc. should separately file its amended answers to the writs of garnishment on or before September 29, 2021. Plaintiff's motion for default and to strike is denied as moot.

DONE and **ORDERED** in Ocala, Florida on September 22, 2021.



PHILIP R. LAMMENS
United States Magistrate Judge

Copies furnished to:

Counsel of Record
Unrepresented Parties